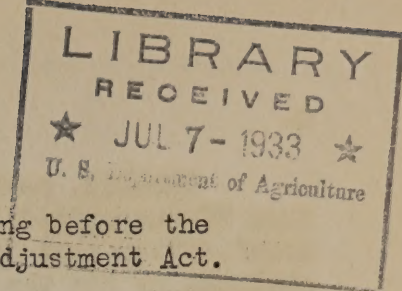


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Evansville



Proposed marketing agreement submitted for hearing before the Secretary of Agriculture under the Agricultural Adjustment Act.

PROPOSED AGREEMENT

As used in this agreement, the following words and phrases shall be defined as follows:

- a. "Contracting Producers" means and includes the Evansville Milk Producers Assn. and such other producers and associations of producers of "fluid milk" sold or consumed in the "Evansville Metropolitan Area" as may become parties signatory to this agreement according to the terms thereof.
- b. "Contracting Distributors" means and includes members of the Evansville Milk Dealers Association and such distributors and/or processors of "fluid milk" in the "Evansville Metropolitan Area" as may become parties signatory to this agreement according to the terms thereof.
- c. "Fluid Milk" means and includes fluid milk and fluid cream, and such fluid derivatives thereof as are sold by "contracting distributors" in the "Evansville Metropolitan Area".
- d. "Evansville Metropolitan Area" means and includes the city of Evansville, Indiana, and the territory north of the Ohio river lying within ten miles distant, air-line, from the nearest point marking the corporate limits of the city of Evansville.
- e. "Secretary" means the Secretary of Agriculture of the United States.
- f. "Act" means the Act of Congress entitled "An Act to relieve the existing national economic emergency by increasing agricultural purchasing power, to raise revenue for extraordinary expenses incurred by reason of such emergency, to provide emergency relief with respect to agricultural indebtedness, to provide for the orderly liquidation of joint-stock land banks, and for other purposes", approved May 12, 1933.

THE PARTIES to this agreement are the "Contracting producers", parties of the first part, the "contracting Distributors", parties of the second part, and the "Secretary", party of the third part.

WHEREAS, pursuant to the "Act", the parties hereto, for the purpose of correcting the conditions now obtaining in the marketing of "fluid milk" in the "Evansville Metropolitan Area", desire to enter into a marketing agreement under the provisions of Section 8 (2) of the "Act", and

WHEREAS, Evansville Milk Producers Association markets and its members produce more than 70 percent of the "fluid milk" distributed and consumed in the "Evansville Metropolitan Area" and represents that it has corporate power and authority to enter into this agreement, and



WHEREAS, members of Evansville Milk Dealers' Association distribute more than 70 percent of the "fluid milk" distributed in the "Evansville Metropolitan Area", which said "fluid milk" comprises substantially all of the "fluid milk" marketed by the Evansville Milk Producers Association as aforesaid, and

WHEREAS, the marketing of "fluid milk" produced for distribution in the "Evansville Metropolitan Area" and distribution thereof affect and enter into both the current of interstate commerce and current of intrastate commerce, which are inextricably intermingled.

NOW THEREFORE, in consideration of the premises the parties hereto agree as follows:

1. The prices at which "fluid milk" shall be sold by the "contracting producers" and purchased by the "contracting distributors" for distribution or consumption in the "Evansville Metropolitan Area" shall be those set forth in Exhibit "A" which is attached hereto and made a part hereof. The price set forth in Exhibit "A" may be changed by agreement between the "contracting producers" and the "contracting distributors" provided, however, that such price changes shall become effective only upon the written approval of the Secretary.

Payments to Evansville Dairy Council, a non-profit organization and payments to Evansville Milk Producers Association by the members thereof made pursuant to paragraph 4 hereof shall both, respectively be deemed part of the price paid to producers.

2. The marketing plan governing the marketing of milk which is attached hereto, made a part hereof, and marked Exhibit "B", shall be binding upon the "contracting producers" as to all matters therein required on their part to be performed and upon the "Contracting distributors" as to all matters required on their part to be performed. Such marketing plan may be modified by agreement between the "contracting producers" and the "contracting distributors" provided, however, that such modified marketing plan shall become effective only upon the written approval of the Secretary.

3. The wholesale and retail prices at which "fluid milk" shall be distributed by the "contracting distributors" in the "Evansville Metropolitan Area" shall be those defined and set forth in Exhibit "C" which is attached hereto and made a part thereof. The prices set forth in Exhibit "C" may be changed by agreement between the "contracting producers" and the "contracting distributors", provided, however, that such price changes shall become effective only upon the written approval of the Secretary.

3-B. The "Code of Ethics" or "Fair Market Practices" under which fluid milk shall be distributed by the "contracting distributors" in the Evansville Metropolitan Area shall be those defined and set forth in Exhibit "D" which is attached hereto, and made a part hereof. The "Code of Ethics" set forth in Exhibit "D" may be changed and/or added to by agreement between the "contracting producers" and the "contracting distributors" provided, however, that such changes and/or additions shall become effective only upon the written approval of the Secretary.



4. The "contracting distributors" agree that they will not purchase "fluid milk" from any producer not a member of the Evansville Milk Producers Association unless such producer authorizes the purchasing "contracting distributor" to pay over to the said Evansville Dairy Council, the same amount per hundred pounds of milk purchased which the members of the Evansville Milk Producers Association are then authorizing the "contracting distributor" to pay over to the Evansville Milk Producers Association on behalf of its members; and said purchasing "contracting distributor" shall simultaneously with making payment to the producer for "fluid milk" purchased, make such payment to said Evansville Dairy Council. The sums so paid shall be expended by the Evansville Dairy Council for the purpose of securing to said producers not members of the Evansville Milk Producers Association advertising, educational, and other benefits similar to those which are secured by the members of the Evansville Milk Producers Association by virtue of their like payments to said Evansville Milk Producers Association. Said Evansville Dairy Council shall disburse such funds as directed by the Secretary.

5. All producers of "fluid milk" whose farms comply with regulations of the Evansville Board of Health, and the marketing of whose milk is not prohibited by the health laws and ordinances applicable to marketing of milk by said Evansville Milk Producers Association, shall as heretofore, be permitted as far as marketing conditions may allow, to become members of the Evansville Milk Producers Association on an equal basis with existing members similarly circumstanced.

6. The "contracting producers" and the "contracting distributors" shall, as and to the extent required by the Secretary and permitted by the "Act," severally maintain systems of accounting which shall be satisfactory to the Secretary and their respective books and records shall be subject to his examination during the usual hours of business and they shall severally from time to time furnish to the Secretary on and in accordance with forms to be supplied by the Department of Agriculture such information as the Secretary may request.

7. The standards governing the production, receiving, transportation, processing, bottling and distribution of "fluid milk" sold or distributed in the "Evansville Metropolitan Area" shall be those established by the health ordinances and regulations of the Board of Health of the city of Evansville and the state of Indiana.

8. This agreement shall become effective at such time as the Secretary may determine and shall continue in force until the last day of the month following the aforesaid effective date and thereafter from month to month, except that:

(a) The Secretary may (and shall upon the request of either 75 percent of the "contracting producers" or 75 percent of the "contracting distributors" such percentages to be measured by volume of "fluid milk" marketed and distributed, respectively) by notice in writing deposited in the registered mail, and addressed to the Evansville Milk Producers Association, Evansville Milk Dealers Association at the respective addresses now on file with the Secretary, on or before the 20th day of any month terminate said contract as of the end of such month.



(b) The Secretary may for good cause shown as of the end of any month terminate this agreement as to any party or parties signatory hereto by notice in writing deposited on or before the 20th of such month in the registered mails and addressed to such party or parties at the address or addresses of such party or parties on file with the Secretary.

(c) This agreement shall in any event terminate whenever Title I of the Act shall cease to be in effect or whenever the President or Congress shall terminate those provisions of the Act which authorize this agreement.

9. The benefits, privileges and immunities conferred by virtue of this agreement shall cease to exist upon the termination of this agreement and the benefits, privileges and immunities conferred by virtue of this agreement upon any party or parties signatory hereto shall cease to exist upon the termination of this agreement as to such party or parties.

IN WITNESS WHEREOF, ETC.

#### EXHIBIT "A"

##### PRODUCTION PRICES OF FLUID MILK

Prices paid to producers shall be determined with reference to the rules for control of basic production (set forth in Exhibit "B" to this agreement) which set up definite quantities of milk known as "Bases", and with reference to the "RULES AND REGULATIONS GOVERNING THE PURCHASE OF MILK BY DISTRIBUTORS FROM THE EVANSVILLE MILK PRODUCERS ASSOCIATION, INC.", and "RULES GOVERNING THE PURCHASE OF MILK BY DISTRIBUTORS NOT COOPERATING WITH THE EVANSVILLE MILK PRODUCERS ASSOCIATION". (Set forth below)

The price of milk used as Class One milk shall be: 45¢ per pound for butterfat contained therein. The price of milk used as Class Two milk shall be: The average price per pound of butterfat contained therein for the month, as reported by the United States Government reports, of ninety score "Centralized Carlots" on the Chicago market, plus six cents per pound butterfat. The price of milk used as Class Three milk shall be: The price per pound of butterfat contained therein of ninety score "centralized carlots" of butter on the Chicago market for the month as reported by the U. S. Government reports. All prices are gross prices, F. O. B. dealers' plants and subject to such deductions as the Evansville Milk Producers Association may, under their by-laws, direct to be paid to the Evansville Milk Producers Association.

All milk delivered in any month shall be paid for not later than the fifteenth of the following month.

##### RULES AND REGULATIONS GOVERNING THE PURCHASE OF MILK BY DISTRIBUTORS FROM THE EVANSVILLE MILK PRODUCERS ASSN, INC.

##### Classes of Milk

1. All milk purchased under this agreement shall be divided into the following classes:



2. Class One Milk:

All milk sold in bottles.  
 All Bulgarian buttermilk sold in bottles.  
 All cream buttermilk sold in bottles.  
 All coffee cream sold in bottles.  
 All whipping cream sold in bottles.  
 All special cream sold in bottles.

3. Class Two Milk:

All milk sold in bulk.  
 All plain buttermilk.  
 All milk, which is not already in Class One,  
 from which the skim milk is utilized for  
 making cottage cheese.  
 All chocolate milk.  
 All cream sold in bulk.  
 All milk or cream used for ice cream mix.  
 All cream stored for ice cream.

4. Class Three Milk:

All milk used for making butter from which  
 skim milk is not utilized for some  
 product in Class Two.  
 All milk used for hard cheese.  
 All milk used for condensed or evaporated milk.

Report of Milk Receipts and Sales.

5. On or before the fifth day of each month each distributor shall submit a detailed statement to the Evansville Milk Producers Association, Inc., setting forth the total amount of milk purchased by himself or firm together with the amount used in the various classes during the preceding month on forms provided and in the manner prescribed by the Auditors for the Evansville Milk Producers Association, Inc.

6. On or before the fifth day of each month each distributor shall furnish to the Evansville Milk Producers Association, Inc., a complete list of producers together with the addresses, upon forms provided by the Evansville Milk Producers Association Inc., from whom shipments were received the preceding month together with quantity and butterfat content.

7. Distributors shall keep adequate books and records disclosing all of the facts and information required by the Auditors for the Evansville Milk Producers Association, Inc., to determine sales, movements out of plants and manufacturing records of all milk in the various classes.

8. In auditing distributors sales records Auditors for the Evansville Milk Producers Association, Inc., may examine same and make note of the amount of milk sold in the various classes and report the same to the Evansville Milk



Producers Association, Inc. Any information the Auditor may accidentally see concerning names and addresses of customers, prices charged, or to be paid by such customers, or the destination of shipments, shall be kept entirely confidential by the Auditor himself.

9. Between the 15th and 25th of each month the Auditors for the Evansville Milk Producers Association, Inc., shall audit the reports submitted by each dealer for that month and any discrepancies found will be adjusted when the next month's pool is figured.

**"RULES GOVERNING THE PURCHASE OF MILK BY DISTRIBUTORS  
NOT COOPERATING WITH THE EVANSVILLE MILK PRODUCERS ASSOCIATION"**

For the purpose of insuring that each producer furnishing milk for distribution in the Evansville Market be paid for his milk on an equal basis with all other producers furnishing milk to the same market, the following rules shall govern the purchase of milk by "Contracting Distributors" from producers who are not members of the Evansville Milk Producers Association:

1. On or before the 5th day of each month each "Contracting Distributor" not cooperating with the Evansville Milk Producers Association, shall furnish to the "Secretary" a sworn statement setting forth the total amount of milk purchased by himself or firm, together with the total amount used in the various classes during the preceding months, on forms provided and in the manner prescribed by the "Secretary".
2. In like manner said "Contracting Distributor" shall furnish to the "Secretary" a sworn statement containing a complete list of producers from whom he purchased milk the preceding month, together with their addresses and the amount of milk purchased from each, and its butter fat content.
3. A copy of each of the above mentioned reports shall be furnished on the same date to the auditor for the Evansville Milk Producers Association.
4. The said "Contracting Distributor" shall keep adequate books and records disclosing all of the facts and information required by the "Secretary", to determine sales, movements out of plants and manufacturing records of all milk in the various classes. The above mentioned statements shall be regularly verified by a Certified Public Accountant designated by the "Secretary". Any discrepancies found by said Certified Public Accountant shall be reported to the Auditors for the Evansville Milk Producers Association, and adjustment shall be made when the next month's pool is figured.
5. The Auditors for the Evansville Milk Producers Association shall include the reports of the above mentioned "Contracting Distributors" in with the reports of cooperating "Contracting Distributors" in computing the cost of milk to each distributor and the pay for milk to each producer and the balancing of the two through the Equalization Fund.
6. The above mentioned "Contracting Distributors" not purchasing milk through the Evansville Milk Producers Association and the "Contracting Distributors" cooperating with the Evansville Milk Producers Association shall therefore both be bound by the following rules for the balancing and ascertaining of prices:



### Method of Balancing and Ascertaining Prices

1. The total cost of milk to the distributors shall be determined by multiplying the agreed upon price of the various classes of milk by the quantity used for each purpose and adding the same together.

2. The pay to shippers shall be determined as follows: - As soon as all reports are received from the distributors as to their purchases and sales for the month, the Auditor for the Evansville Milk Producers Association, Inc., shall tabulate and immediately report to each distributor the percentage of established Base to be paid for in each of the various classes of milk purchased during the month, together with the price to be paid to the Shippers for each class.

(A) Shippers shall be paid the full price of each class for all butterfat in their milk in that class up to 4%. All butterfat in excess of 4% in milk in any class shall be paid for at Class III price.

3. The Evansville Milk Producers Association, Inc., will mail to each distributor of milk, not later than the seventh of each month statement showing the difference between the total money paid the producers by that distributor and the actual cost of the various grades of milk purchased by him as determined by the existing price agreement. If the cost of such milk is greater than the total money paid the producers, such difference shall be paid to the Equalization Fund of the Evansville Milk Producers Association, Inc., not later than the tenth of the same month. The Equalization Fund shall pro-rate such money to such distributors as shall have paid to their producers a total amount of money greater than the total cost of milk purchased by such distributors, under the existing price and classification agreement. - The Evansville Milk Producers Association hereby guarantees the solvency of said Equalization Fund.

### EXHIBIT "B"

#### RULES FOR CONTROL OF BASIC PRODUCTION

For the purposes of this agreement the term Base as used in respect to any producer, farm or herd, as the case may be, shall be the quantity of milk recorded as such in the files of the Evansville Milk Producers Association, except that in respect to those producers who sell milk within the Metropolitan Area of Evansville, Indiana, who have no such established Base, "Bases" shall be allotted by an agency designated by the "Secretary" upon a basis which will be equitable as compared with the established "Bases" of all other producers delivering to the Evansville Metropolitan Area:

Rule 1. The present Base shall be effective from June 1, 1933, until the market justifies allowing everyone to set a new base. Each producers Base shall be that turned over to the association by the various distributors according to their record as of June 1, 1933.

2. Records of established Bases will be furnished to the various milk distributors by the Evansville Milk Producers Association. The records of production of each shipper will be furnished to the Association by milk distributors each month.



3. Any increase of Base for the needs of the market may be spread out over the membership of the Association unless it is necessary to take in new members in order to fulfill a possible milk shortage on the market.
4. Non-members who are shipping milk on the market may retain their Base when they join the association.
5. Members changing from one cooperating distributor to another may retain their same Base, provided permission is obtained from the Association at least fifteen (15) days before the change is made.
6. All new producers taken on by a cooperating distributor must be members of the Association.
7. Except in case of a threatened milk shortage new producers who are taken in as members of the Association after July 1, 1933, will be allowed a Base of fifty (50) percent of their production each month for three months. After that their Base shall be determined by taking their average daily production for that three month period and subtracting from it the average percentage of Class III milk on the whole market during that three month period.
8. Tenant renting a farm may transfer his Base from farm to farm with the established herd.
9. Farms which are rented for cash and have no established Base will be entitled only to the established Base of the tenant. Farms rented on shares will be entitled to all the Base, if the landowner owns the entire herd. Where cattle are owned jointly, the Base will be divided according to the ownership of the cattle.
10. The established Bases of the landlord and tenant may be combined. When the landlord and tenant separate, the combined base will be divided according to the proportion of ownership of the herd.
11. An established Base can be transferred only with an entire herd, where sale and transfer is made to one party at one transaction and herd moved to buyers' farm and operated thereon for a period of six months consecutively following the date of transfer. In each transfer at least as many cows of producing age as made the Base must be transferred under the above conditions, except that not more than two cows for family use may be retained if producing herd is greater than ten cows and only one cow if herd consists of ten cows or less. Where above conditions are not strictly complied with the Base will revert back to the Association for reallocation.
12. Where a herd is dispersed due to the State and Federal Test for tuberculosis or contagious abortion, or due to an act of God, the herd must be replaced within ninety days if Base is to be retained by a producer.
13. Any producers who shall voluntarily stay off the market for a period of forty-five days shall forfeit his Base to the Association for reallocation.



14. Producers whose average daily shipment for any three consecutive months, except April, May and June, does not equal eighty-five (85) percent of their established Base will thereby establish a new Base equal to their average daily shipment for the three months.

15. No financial penalty shall be levied against any member who is shipping below his Base, except for that period when the Association may be unable to deliver the full supply to its distributors. During any such period and for the extent of such a period financial penalty will be levied against producers shipping below their Base to the sum that will compensate the association for any loss that the Association may incur in shipping in milk or cream to supply the deficit.

16. All established Bases dropped or not retained by producers under these rules may be reallocated to members by the Association. Producers lose all rights to an established Base where Base is transferred or it not retained by him under these rules.

17. Where Base milk supplied to any dealer is not sufficient for the respective dealers' requirements and no milk from holders of established Base is available, the Association will then work out an increased Base apportionment with that dealer and the members supplying him.

18. Excesses over Bases may be kept at home, provided these excesses do not come onto the market in competition with Base milk. If excess over Base comes in competition with Base milk, the entire Base must be surrendered to the Association, provided this practice does not cease immediately after notice in writing is received by producers from the Association office.

### EXHIBIT "C"

#### WHOLESALE PRICE SCHEDULE

MILK - BULK: 4% fat, Maximum

30¢ per gallon.

No bulk milk to be sold to retail customers, delivered.

MILK - BOTTLED: 4% fat, Maximum

8-1/2¢ quarts

5¢ pints

3-1/4¢ 1/2 pints

BUTTERMILK:

Bulgarian:

8-1/2¢ quarts

5¢ pints

3-1/4¢ 1/2 pints

Bulk--30¢ gallon



BUTTERMILK: (continued)

## Special:

6¢ quarts

Bulk--20¢ gal.

No bulk buttermilk to be sold to retail customers  
delivered.CHOCOLATE MILK:

12¢ quart

7¢ pint

3-1/2¢ 1/2 pints

CREAM BULK:

\$1.35 per gal. Coffee Cream, 20% butterfat

1.90 per gal. Whipping cream, 32% butterfat.

CREAM BOTTLED:Coffee Cream -- 20% butterfat

35¢ quart

20¢ pints

10-1/2¢ 1/2 pints

Whipping Cream--32% butterfat

60¢ quart

35¢ pints

19-1/2¢ 1/2 pints

SKIM-MILK

Bulk--20¢ gal.

RETAIL PRICE SCHEDULERETAIL TO THE HOMES:MILK--4% fat, Maximum

Quarts--10¢

Pints -- 6¢

To the Stores:

Quarts-- 8-1/2¢

Pints -- 5¢

Sold from Stores:

Quarts--10¢

Pints -- 6¢



RETAIL PRICE SCHEDULE -(Continued)SPECIAL MILK --4.8 fat maximum

For example:

Quarts -- 12¢  
Pints -- 7¢

BUTTERMILK: BULGARIAN

Quarts -- 10¢  
Pints -- 6¢

To the Stores:

Quarts -- 8-1/2¢  
Pints -- 5¢

Sold from Stores:

Quarts -- 10¢  
Pints -- 6¢

BUTTERMILK: Special

To the Stores: Quarts -- 7¢  
Quarts -- 6¢

Sold from Stores:

Quarts -- 7¢

Sold from Office, bulk: -- Gallons 20¢

CHOCOLATE MILK:

Quarts -- 14¢  
Pints -- 9¢  
1/2 pints -- 5¢

To the Stores:

Quarts -- 12¢  
Pints -- 7¢  
1/2 pints -- 3-1/2¢

Sold from Stores:

Quarts -- 14¢  
Pints -- 9¢  
1/2 pints -- 5¢

COFFEE CREAM--20% Fat

Quarts -- 47¢  
Pints -- 24¢  
1/2 pints -- 12¢

To the Stores:

Quarts -- 35¢  
Pints -- 20¢  
1/2 pints -- 10-1/2¢



RETAIL PRICE SCHEDULE - (Continued)COFFEE CREAM -- (Continued)

Sold from Stores:

Quarts -- 47¢  
 Pints -- 24¢  
 1/2 pints -- 12¢

WHIPPING CREAM--32% fat

Quarts -- 75¢  
 Pints -- 41¢  
 1/2 pints -- 21¢

To the Stores:

Quarts -- 60¢  
 Pints -- 35¢  
 1/2 pints -- 19¢

Sold from Stores:

Quarts -- 75¢  
 Pints -- 41¢  
 1/2 pints -- 21¢

COTTAGE CHEESE:

12 oz. package -- 14¢

To the Stores:

12 oz. package -- 11¢

Sold from Stores:

12 oz. package -- 14¢

SOUR CREAM: -- 20% Fat

Quarts -- 50¢  
 Pints -- 25¢  
 1/2 pints -- 15¢

To the Stores:

Quarts -- 45¢  
 Pints -- 23¢  
 1/2 pints -- 12¢

Sold from Stores:

Quarts -- 50¢  
 Pints -- 25¢  
 1/2 pints -- 15¢

SKIM-MILK

Sold from Office, bulk: -- Gals. 20¢

Any "contracting distributor" who sells "fluid milk" to a so-called "jobber" shall sell to him at a discount not greater than 30% from the retail prices set out in this agreement.



EXHIBIT "D"CODE OF FAIR PRACTICES

1. It shall be considered unfair practice to put out goods as samples, or to sell goods which misrepresent the trade article.
2. It shall be considered unfair practice to give a premium or allow discount of any sort to any customer.
3. It shall be considered unfair practice to take advertising in any program, menu, hotel Registrar Cabinet, periodical, or publication of any kind, whatsoever, unless such publication has a general paid circulation or is for sale on newstands.
4. It shall be considered unfair practice to spend in excess of 2% of gross sales monthly of Class I products for individual advertising purposes, provided that any accumulated amounts may be spent in any month.
5. It shall be considered unfair practice to give milk boxes to new costumers in such a way as to influence their business.
6. It will be considered fair practice to invite visitors to visit a dairy plant at which time they may be served with one (1) Five Cent (5¢) dairy product item.
7. It shall be considered unfair practice to furnish transportation to plant visitors, except school children and teachers, to and from the plants or to provide free club rooms, free refreshments or prizes.
8. It shall be considered unfair practice to finance any customer.
9. It shall be considered unfair practice to do direct advertising with dealers in conection with openings, distribution of circulars, and so forth.
10. It shall be unfair to pay for the privilege of painting signs on store buildings, or to paint over signs of another dairy without consent of that dairy.
11. It shall be considered unfair practice to give away goods, unless authorized by the Evansville Milk Dealers' Association.
12. It shall be considered unfair practice to pay club members or other organizations to go thru dairies.
13. It shall be considered unfair practice to give out calendars, kitchen utensils, balloons, caps or other specialties.
14. It shall be considered unfair practice to buy tickets to benefits, bazaars, etc. However, requests for tickets for policemen and firemen benefits and other citywide benefits shall be referred to the Evansville Milk Dealers Association to be acted upon by a Committee.
15. It shall be considered unfair practice to make cash donations for the purpose of influenccing business.



16. It shall be considered unfair practice to contract for or to use any container, bottle device or to sell any beverage including milk, which is controlled by patent or copyright and which is not offered to dealers generally, unless the same is owned exclusively by the member. Existing contracts excepted, provided that such contracts be terminated within six months from date.

17. It shall be considered unfair practice to hire or interview an employee while in the employ of another milk company.

18. It shall be considered unfair practice to place a salesman or jobber in the territory, which within two years previously, he had covered for another Milk Company.

19. It shall be considered unfair practice for any "contracting distributor" to fail to invoice daily at three cents per bottle any bottle difference over or under for any milk delivery at any wholesale stop, or to fail to settle for the same when the milk account is paid.

20. It shall be considered unfair practice to make any changes in caps or bottles on regular milk representing an increase in cost for the purpose of attracting business. Any special caps or bottles now in use on regular milk shall be discontinued not later than one year from the effective date of this agreement.

21. It shall be considered unfair practice for any "contracting distributor" or any of its employes to give or pay to any hotel, apartment or factory owners, managers or janitors or any other person, including receiving clerks, maids, housekeepers, linen room attendants or any other persons, money, compensation, gratuity, free milk, cream or the derivatives of milk, or discounts for business, or for information or assistance in procuring business.

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